

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400212

PRINT DATE: 11/02/12

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1521215127
NATIONAL CAPITAL INDUSTRIES
P O BOX 287
3420 KENILWORTH AVE
BLADENSBURG, MD 20710
(301)864-4150

REFER QUESTIONS TO:

LEAH HINSON
(410)767-4632
LEAH.HINSON@DGS.STATE.MD.US

ITB:

EXPR DATE: 11/11/13
POST DATE: 11/02/12

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

VENDOR TELEPHONE NUMBER: (410) 644-0300

AGENCY CONTRACT

FOR

FLASHING ARROW BOARDS

A DESIGNATED AGENCY: STATE HIGHWAY ADMINISTRATION & MD TRANSPORTATION
AUTHORITY & OTHER LOCAL GOVERNMENT MUNICIPAL
ROAD DIVISION

CONTRACT SCOPE: THIS AGENCY CONTRACT DOES NOT OBLIGATE THE STATE OF MARYLAND TO PURCHASE ANY MINIMUM OR MAXIMUM QUANTITY THRU THE CONTRACT PERIOD. ORDERS FOR ACTUAL REQUIREMENTS MAY BE MORE OR LESS THAN LISTED. ORDERS AS REQUIRED WILL BE PLACED DIRECT TO THE SUPPLIER BY THE USING AUTHORITIES INDICATING DELIVERY AND BILLING INSTRUCTIONS.

CONTRACT PERIOD: NOVEMBER 12, 2012 THRU NOVEMBER 11, 2013 WITH (1) ONE (1) ONE YEAR RENEWAL OPTION WITH THE WRITTEN CONSENT OF THE USING AGENCY, THE VENDOR, AND THE DEPARTMENT OF GENERAL SERVICES PENDING THE TERMS AND CONDITIONS REMAIN THE SAME.

ORDERING PROCEDURE: SPENDING UNITS SHALL ISSUE A PURCHASE ORDER TO THE VENDOR FOR INVENTORY COMMODITIES COVERED BY THIS CONTRACT. THE VENDOR MUST ACCEPT THE MARYLAND CORPORATE PURCHASING CARD WITHIN THE

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400212

PRINT DATE: 11/02/12

PAGE: 03

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	55096-000000	EA	3,381.0000

SELF-CONTAINED VEHICLE MOUNTED FLASHING ARROW BOARD (LIGHT DUTY VEHICLE) PER ATTACHED SPECIFICATIONS.

STATE MAKE & MODEL: TRAFCON MB-315 W/ONE POWER TILT ACTUATOR PAR 36 LED BULBS WIRELESS CONTROLLER AND BED RAIL RACK

0002	55096-000000	FT	3,420.0000
------	--------------	----	------------

SELF-CONTAINED VEHICLE MOUNTED FLASHING ARROW BOARD (DUMP TRUCK TAILGATE MOUNTED) PER ATTACHED SPECIFICATIONS

STATE MAKE & MODEL: TRAFCON MB5-15 W/PAR 46 LED BULBS, WIRELESS CONTROLLER AND TRUCK TAILGATE RACK

END OF ITEM LIST

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE AND/OR BIODEGRADABLE MATERIALS.

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08 DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS PURCHASE ORDER.

STATE VENDOR FEDERAL TAX IDENTIFICATION NUMBER: 52-1215127

STATE VENDOR PHONE NUMBER FOR PLACING ORDER: (301) 864-4150

STATE VENDOR CONTACT PERSON: BOB SPEAKMAN

***** LAST PAGE *****

AUTHORIZED BY: _____

BUYER AUTHORIZED DESIGNEE

DATE: _____

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400212

PRINT DATE: 11/02/12

PAGE: 02

TERMS (cont'd):

PROCUREMENT OFFICER'S LIMITS FOR PURCHASES NOT EXCEEDING \$5,000.00

DELIVERY REQUIREMENTS: DELIVERY WILL BE MADE F.O.B. DESTINATION FREIGHT PREPAID TO THE MARYLAND FACILITY WITHIN TWO (2) WEEKS AFTER RECEIPT OF THE ORDER. EXPEDITED SHIPPING CHARGES WILL BE THE RESPONSIBILITY OF THE USING AGENCY.

PRICE ESCALATION CLAUSE: ANY REQUEST FOR A PROPOSED INCREASE IN PRICE SHALL BE SUBMITTED TO THE AGENCY ANNUALLY BEFORE THE ANNIVERSARY OF THE CONTRAT AWARD DATE.

TAX PAYMENT REQUIREMENT: ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAX BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

PRODUCT QUALITY: THIS CONTRACT WILL BE CANCELLED UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATINS OF THE BID AND CONTRACT HEREIN. THE VENDOR WILL BE RESPONSIBLE FOR MONETARY DAMAGES LIMITED TO THE DIFFERENCE BETWEEN CONTRCT PRICE AND OPEN MARKET PURCHASES TO FULFILL THE CONTRACT.

OPEN MARKET CLAUSE: THE USING AGENCY RESERVES THE RIGHT TO PURCHASE ON THE OPEN MARKET WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORSEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.

PRODUCT WARRANTY: THE SELLER EXPRESSLY WARRANTS THE GOODS COVERED BY THIS ORDER TO CONFORM TO THE SPECIFICATIONS. THE SELLER WILL GUARANTEE TO THE WARRANTED AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP, AND THE PRODUCT IS FIT FOR THE INTENDED PURPOSE FOR TEH PERIOD SPECIFIED BY THE MANUFACTURER.

CONTRACT ACCEPTANCE: THE VENDOR WILL BE BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT FOR THE DURATION UNLESS OTHERWISE CANCELLED BY THE DEPARTMENT OF GENERAL SERVICES.

USAGE REPORT: VENDOR TO PROVIDE A QUARTERLY USAGE SALES REPORT TO THE AGENCY AND DGS SHOWING ALL PURCHASES MADE AGAINST THIS CONTRACT TO TO INCLUDE CREDIT CARD PURCHASES.